

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Lawrence Miller,

Case Type: Employment

Plaintiff,

vs.

SUMMONS

Starkey Laboratories, Inc.,

Defendant.

Court File No. _____

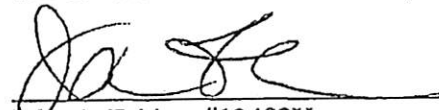
TO: DEFENDANT ABOVE-NAMED:

You are hereby summoned and required to serve upon Plaintiff's attorney an Answer to the Complaint which is herewith served upon you within twenty (20) days from the service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Alternative dispute resolution procedures may be available as a means for you to resolve this litigation pursuant to Rule 114 of the General Rules of Practice for the District Courts.

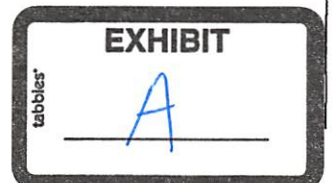
Dated: 8/7/17

FABIAN MAY & ANDERSON, PLLP



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**ATTORNEYS FOR PLAINTIFF
LAWRENCE MILLER**



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Lawrence Miller,

Case Type: Employment

Plaintiff,

vs.

COMPLAINT

Starkey Laboratories, Inc.,

Defendant.

Court File No. _____

Plaintiff by his attorneys, Fabian May & Anderson, PLLP, brings this action for damages and other equitable relief for Defendant's breach of contract. Plaintiff states the following as his claims against Defendant:

PARTIES

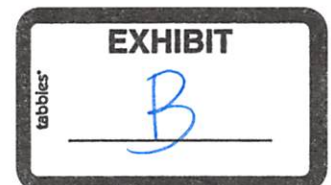
1. Plaintiff Lawrence Miller ("Plaintiff") is an individual residing in the city of Chanhassen, county of Carver, state of Minnesota.

2. Defendant Starkey Laboratories, Inc. ("Defendant" or "Starkey") is a Minnesota corporation with executive offices in the city of Eden Prairie, county of Hennepin, state of Minnesota.

FACTUAL ALLEGATIONS

3. Plaintiff worked for Starkey from on or about April 1987 until his involuntary discharge on September 8, 2015. From 2012 until his discharge, Plaintiff served as Starkey's Senior Vice President of Human Resources.

4. On or about July 1, 2006, Plaintiff entered into an employment contract with Starkey (the "Employment Agreement").



5. Section III(1) of the Employment Agreement provides that Plaintiff was to remain employed through January 1, 2018, and could only be terminated for an "important reason."

6. Section IX of the Employment Agreement further provided that Plaintiff was entitled to a long-term services and loyalty bonus equal to "15% of Miller's then current base salary at the time of termination or retirement for every year of service at the time of termination or retirement." Section IX went on to define "termination" as "any and all events causing separation of employment including voluntary and involuntary termination" Payment was to be made in six installments, with the first installment to be paid upon termination, and each subsequent payment upon the anniversary of Plaintiff's termination.

7. On September 8, 2015, Defendant terminated a number of senior management employees, including President Jerome Ruzicka, CFO Scott Nelson, Operations Vice President Keith Guggenberger, and Plaintiff's wife Julie Miller. Defendant also terminated Plaintiff, but without an "important reason."

8. Defendant has also failed to pay Plaintiff the first and second installments of the long-term services and loyalty bonus.

CAUSES OF ACTION

Count I Breach of Contract

9. By reference hereto, Plaintiff hereby incorporates the paragraphs above.

10. Defendant offered to employ Plaintiff upon the terms and conditions set forth in the Employment Agreement in return for Plaintiff's continued services as an employee. Plaintiff accepted that offer.

11. Defendant breached the Employment Agreement by prematurely terminating Plaintiff's employment without an "important reason," and by failing to pay Plaintiff the long-term services and loyalty bonus set forth in the Employment Agreement.

12. As a direct and proximate result of Defendant's conduct in breach of contract, Plaintiff has incurred and continues to incur damages in the form of lost compensation in an amount greatly in excess of \$50,000.

**Count II
Promissory Estoppel**

13. By reference hereto, Plaintiff hereby incorporates the paragraphs above.

14. Defendant made a clear and definite promise to employ Plaintiff until January 1, 2018 absent an "important reason," and to pay Plaintiff a long-term services and loyalty bonus equal to 15% of his base salary at the time of termination for each year of his employment.

15. Plaintiff relied on Defendant's promises by continuing to provide services as an employee and not seeking out other job opportunities.

16. Defendant failed to keep its promises to Plaintiff, in that it prematurely terminated his employment without an "important reason," and failed to provide Plaintiff the promised long-term services and loyalty bonus.

17. As a direct and proximate result of Defendant's failure to abide by its promises, Plaintiff has incurred and continues to incur damages in the form of lost compensation in an amount greatly in excess of \$50,000.

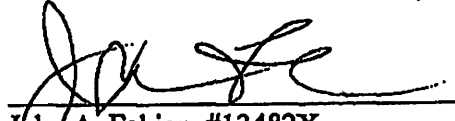
PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lawrence Miller prays for judgment as follows:

- A. For all relief available for Defendant's breach of contract and/or failure to abide by its clear and definite promises; and
- B. For such other and further relief that the court deems just and equitable.

Dated: 8/2/17

FABIAN MAY & ANDERSON, PLLP



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**ATTORNEYS FOR PLAINTIFF
LAWRENCE MILLER**

**ACKNOWLEDGMENT REQUIRED BY
MINN. STAT. § 549.211, SUBD. 2**

The undersigned hereby acknowledges that, pursuant to Minn. Stat. §549.211, subd. 2, costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find the undersigned acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court.

Dated: 8/2/17


John A. Fabian #13482X

CASE TYPE: EMPLOYMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Lawrence Miller,

Court File No.: 27-cv-17-12227

Plaintiff,

v.

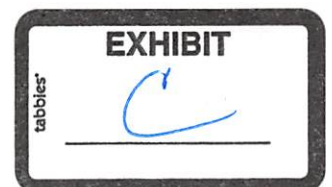
**NOTICE OF FILING OF NOTICE OF
REMOVAL**

Starkey Laboratories, Inc.,

Defendant.

TO: **DISTRICT COURT ADMINISTRATOR**, Fourth Judicial District Court, Hennepin County, Minnesota, and plaintiff **LAWRENCE MILLER**, and his attorneys of record, **JOHN A. FABIAN, DAVID H. REDDEN, and FABIAN MAY & ANDERSON, PLLP**, 1625 Medical Arts Building, 825 Nicollet Mall, Minneapolis, Minnesota, 55402

PLEASE TAKE NOTICE that on this date Defendant Starkey Laboratories, Inc. filed the attached Notice of Removal with the Clerk of the United States District Court for the District of Minnesota, to remove this action to said Court pursuant to 28 U.S.C. §§ 1331, 1441(a), and 1446, and 29 U.S.C. §§ 1132 and 1144. The filing of the attached Notice of Removal, together with the filing of this Notice of Filing of Notice of Removal, effects the removal of this action. No further proceedings may be had in the Fourth Judicial District Court, Hennepin County, Minnesota, unless and until this action is remanded.



EXHIBIT

HENSON & EFRON, P.A.

Dated: August 28, 2017

By /s/ David Bradley Olsen
David Bradley Olsen, #197944
Scott A. Neilson, #239951

220 South Sixth Street, Suite 1800
Minneapolis, MN 55402-4503
Telephone: (612) 339-2500

Attorneys for Starkey Laboratories, Inc.

4814-1550-2413, v. 1